UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

JASMINE CHENAULT, individually and on behalf of all others similarly situated, Plaintiff, vs. EQUIFAX, INC., Defendant.	Civil Action Case No. ____________________

CLASS ACTION COMPLAINT

Plaintiff, Jasmine Chenault, individually and on behalf of a Class of similarly situated adult residents of the United States files this Class Action Complaint against Defendant Equifax, Inc. ("Equifax") as follows:

1. This class action is against Defendant for its failure to secure and safeguard Plaintiff's and Class Members' confidential and personally identifiable information ("PII") collected and stored by Equifax, and for failing to provide timely, accurate, and adequate notice to the Plaintiff and Class Members that their PII had been stolen by unauthorized persons.

2. Equifax admits to a massive data breach placing the PII of approximately 143 million Americans at risk of identity theft. Equifax admits that unauthorized persons breached Equifax's data security measures and vulnerabilities to gain unauthorized access to certain data and files.

3. Equifax admits that the unauthorized access occurred from May 2017 through July 2017. The information accessed and retrieved by unknown perpetrators includes names, Social Security numbers, birth dates, addresses, driver's license numbers, and other PII.

4. Equifax admits that it discovered the unauthorized access on or before July 29, 2017, yet failed to inform the public until just recently. Equifax also suffered even earlier unauthorized accesses to the PII that were not disclosed to the Plaintiff, Class Members, or the public in general.

5. Instead of taking measures to protect the PII and instead of providing timely notice and fair warning, Equifax insiders sold Equifax stock before news of the data breach reached the public and before any drop in Equifax's stock price. Equifax knew how to act quickly, but only in the self-interest of its executives, and not the interests of the 143 million Americans.

6. The PII of the Plaintiff and the Class Members was compromised due to Equifax's acts and omissions in failing to properly protect the PII. In fact, the

Plaintiff Jasmine Chenault has suffered a breach of her bank account due to the unauthorized access of her data at Equifax.

Jurisdiction and Venue

7. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(D)(2). The amount in controversy exceeds $5 million exclusive of interest and costs. There are more than 100 putative class members. The Plaintiff and millions of other members of the proposed Class have a different citizenship than Equifax.

8. This Court has personal jurisdiction over Equifax because Equifax maintains its principal place of business and headquarters in Atlanta, Georgia.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Equifax conducts a substantial part of its business in this district, and a substantial part of the events, acts, and omissions giving rise to Plaintiff's claims occurred in this District.

Parties

10. Plaintiff Jasmine Chenault who resides at 209 Kindelbrook Circle, Mt. Sterling, Montgomery County, KY 40353 is an adult resident citizen of the State of Kentucky, and is a victim of the data breach. Plaintiff has spent time and effort

monitoring her financial accounts, and Equifax has informed her through its website that her PII was compromised in the company's data breach. Since the data breach, the Plaintiff has suffered a breach of her personal bank account. The Plaintiff is concerned that her PII is being used wrongfully at present and may be into the future in a similar, unlawful, unauthorized manner.

11. Defendant Equifax, Inc. is a Delaware corporation with its principal place of business located at 1550 Peachtree Street NE, Atlanta, Georgia 30309. Defendant may be served with Summons and Complaint by serving its registered agent, Shawn Baldwin, at 1550 Peachtree Street, NW, Atlanta, Fulton County, GA 30309-2402.

Facts

12. Equifax is supplied with the subject PII and other data such as information contained in loans, loan payments, and credit cards, child support payments, credit limits, delinquent creditor payments, and employment histories of millions of American citizens.

13. Unlike other data breaches, many Class Members were not aware that Equifax had acquired, held, used, or stored their PII.

14. Equifax publicly announced in early September 2017 that the data breach was discovered by it on or about July 29, 2017. According to Equifax,

unauthorized persons gained access to the PII by "[exploiting] a [...] website application vulnerability" on one of the company's U.S.-based servers, unlawfully retrieving "certain files," including vast personal data of 143 million Americans: names, dates of birth, Social Security numbers, addresses, credit card numbers, debit card numbers, and other confidential information.

15. Plaintiff and Class Members suffered actual injury in the form of damages to and diminution in the value of their PII – a form of intangible property that Plaintiff indirectly entrusted to Equifax and that was compromised in and as a result of Equifax's data breach.

16. The Federal Trade Commission ("FTC") defines identity theft as "a fraud committed or attempted using the identifying information of another person without authority." The FTC defines "identifying information" as "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person."

17. Per the FTC, once identity thieves have personal information, "they can drain your bank account, run up your credit cards, open new utility accounts, or get medical treatment on your health insurance."

18. Plaintiff and Class Members have suffered imminent and impending injury arising from the substantially increased risk of future fraud, identify theft, and

data misuse posed by their PII being placed in the hands of unauthorized persons who have already, or will imminently, misuse such information.

19. Plaintiff and Class Members have a continuing interest in ensuring that their PII, still in the possession of Equifax, is protected and safeguarded from future breaches.

20. Equifax knew, or reasonably should have known, that the PII in its systems is highly sensitive, susceptible to attack, and could be used for wrongful purposes by third parties, such as identity theft and fraud.

21. Equifax knew, or reasonably should have known, of the foreseeable consequences, alleged herein, of a breach of its data security system.

22. Plaintiff and Class Members now face years of constant surveillance of their financial and personal records, monitoring, and loss of rights, incurring and continuing to incur damages in addition to any fraudulent use of their PII.

23. The PII of Plaintiff and Class Members is private, confidential, and sensitive in nature and was left inadequately encrypted and/or protected by Equifax. Equifax did not obtain Plaintiff's and Class Members' consent to disclose their PII to the unauthorized persons.

24. The Equifax data breach was a direct and proximate result of Equifax's failure to establish and implement appropriate administrative, technical, and

physical safeguards to ensure the security and confidentiality of Plaintiff's and Class Members' PII to protect against reasonably foreseeable threats to the security or integrity of such information.

25. Had Equifax remedied the deficiencies in its data security systems, followed security guidelines, and/or adopted security measures recommended by experts in the field, Equifax would have prevented the data breach and, ultimately, the theft of the PII.

26. Despite knowing it was a fertile source for and target of data thieves, Equifax failed to take reasonable measures to prevent and/or mitigate the data breach.

27. As a direct and proximate result of Equifax's wrongful actions and inaction and the resulting data breach, Plaintiff and Class Members have been placed at an imminent, immediate, and continuing increased risk of harm from identity theft and identity fraud, requiring them to take extraordinary time and effort to mitigate the actual and potential impact of the data breach, including placing "freezes" and "alerts" with credit reporting agencies, contacting their financial institutions, closing or modifying financial accounts, closely reviewing and monitoring their credit reports and accounts for unauthorized activity, and filing incident reports.

28. Plaintiff and Class Members have an interest in insuring that their PII is secure, remains secure, is encrypted, is properly destroyed, is not subject to further theft, and/or is protected via early warning alerts.

29. Equifax disregarded the rights of Plaintiff and Class Members by intentionally, willfully, recklessly, or negligently failing to take adequate and reasonable measures to ensure data systems were protected, failing to disclose the material fact that it did not have adequate computer systems and security practices to safeguard PII, failing to take available steps to prevent and stop the breach from ever happening, and failing to monitor and detect the breach on a timely basis.

30. As a result of the unauthorized access of their PII, the Plaintiff and Class Members have suffered and/or will suffer damages and harm, past, present, and future.

31. Plaintiff and Class Members bring this action to remedy these harms on behalf of themselves and all similarly situated individuals who's PII at Equifax was accessed. Plaintiff and Class Members seek the following remedies, among others: statutory damages under the Fair Credit Reporting Act, reimbursement of out-of-pocket losses, compensatory damages, further and more robust credit monitoring services with accompanying identity theft insurance and protections, and injunctive

relief including an order requiring Equifax to implement improved data security measures.

Class Allegations

32. Plaintiff seeks relief on behalf of themselves and as representatives of all others who are similarly situated. Pursuant to Fed. R. Civ. P. 23(a), (b)(2), (b)(3) and (c)(4). Plaintiff seeks certification of a class defined as follows: All adult persons residing in the United States whose personally identifiable information was acquired by persons in the data breach announced by Equifax in September 2017, and any related Equifax data breach; except that excluded from the Class are Equifax, and its affiliates, parents, or subsidiaries; all employees of Equifax; government entities; the judges to whom this case is assigned and their immediate family and court staff; and the attorneys representing the Plaintiff in this civil action.

33. The proposed Class meets the criteria for certification under Federal Rule of Civil Procedure 23(a), (b)(2), (b)(3) and (c)(4).

34. Consistent with Rule 23(a)(1), the members of the Class are so numerous and geographically dispersed that the joinder of all members is impractical. While the exact number of Class Members is unknown to Plaintiff at this time, the proposed Class includes approximately 143 million Americans whose PII was compromised in the Equifax data breach.

35. Consistent with Fed. R. Civ. P. 23(a)(2) and with 23(b)(3)'s predominance requirement, this action involves common questions of law and fact that predominate over any questions affecting individual Class Members. Then common questions include whether Equifax:

a. had a duty to protect PII;

b. knew or should have known of the susceptibility of their data security systems to a data breach;

c. had security measures to protect their systems are reasonable in light of the measures recommended by data security experts;

d. were negligent in failing to implement reasonable and adequate security procedures and practices;

e. failed to implement adequate data security measures that allowed the breach to occur;

f. conduct resulted in or was the proximate cause of the breach of the PII of Plaintiff and Class Members;

g. knowledge of the breach and its potential consequences, immediate and future.

36. Consistent with Fed. R. Civ. P. 23(a)(3), Plaintiff's claims are typical of those of other Class Members. Plaintiff's damages and injuries are typical of those

of the Class Members, and Plaintiff seeks relief consistent with the relief of the Class.

37. Consistent with Fed. R. Civ. P. 23(a)(4), Plaintiff is an adequate representative of the Class because Plaintiff is a member of the Class and is committed to pursuing this matter against Equifax to obtain relief for the Class. Plaintiff has no conflicts of interest with the Class. Plaintiff intends to vigorously prosecute this case and will fairly and adequately protect the Class' interests.

38. Consistent with Fed. R. Civ. P. 23(b)(3), a class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages suffered by Plaintiff and the Class are relatively small compared to the burden and expense required to individually litigate their claims against Equifax, and thus, individual litigation to redress Equifax's wrongful conduct would be impracticable. Individual litigation creates the potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the judicial system.

39. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(2) and (c). Defendant, through its conduct, has acted or refused to act on grounds generally

applicable to the Class as a whole, making injunctive and declaratory relief appropriate to the Class as a whole.

40. Likewise, the particular issues under Rule 23(c)(4) herein presented are appropriate for certification because such claims present only particular, common issues, the resolution of which would advance the disposition of this matter and the parties' interest therein.

41. Finally, all members of the proposed Classes are readily ascertainable. Equifax has access to information regarding the data breach, the time period of the data breach, and which individuals were potentially affected. Using this information, the members of the Class can be identified and their contact information ascertained for purposes of providing notice to the Class.

Count I

42. Plaintiff restates and realleges the foregoing Paragraphs as if fully set forth herein.

43. In storing the PII of Plaintiff and Class Members in its computer systems and on its networks, Equifax undertook and owed a duty to Plaintiff and Class Members to exercise reasonable care to secure and safeguard that PII and to use commercially reasonable methods to do so.

44. Equifax owed a duty of care not to subject to Plaintiff, along with her PII, and Class Members to an unreasonable risk of harm because they were foreseeable victims of any inadequate data security practices.

45. Equifax owed numerous duties to Plaintiff and to members of the Class, including the following:

a. to exercise reasonable care in obtaining, retaining, securing, safeguarding, encrypting, deleting and protecting PII in its possession;

b. to protect PII using reasonable and adequate security procedures and systems that are compliant with industry-standard practices; and

c. to implement processes to quickly detect a data breach, to timely act on data breaches, and to timely alert potential victims.

46. Equifax also breached its duty to Plaintiff and the Class Members to adequately protect and safeguard PII by knowingly disregarding standard information security principles, despite obvious risks, and by allowing unmonitored and unrestricted access to unsecured PII. Furthering their dilatory practices, Equifax failed to provide adequate supervision and oversight of the PII with which they were and are entrusted, in spite of the known risk and foreseeable likelihood of breach and

misuse, which permitted an unknown third party to gather PII of Plaintiff and Class Members, misuse the PII and intentionally disclose it to others without consent.

47. Equifax knew, or should have known, of the risks inherent in collecting and storing PII, the vulnerabilities of its data security systems, and the importance of adequate security and data encryption.

48. Equifax knew, or should have known, that its data systems, practices, and networks did not adequately safeguard Plaintiff's and Class Members' PII.

49. Equifax breached its duties to Plaintiff and Class Members by failing to provide fair, reasonable, or adequate data security practices to safeguard PII of Plaintiff and Class Members.

50. Because Equifax knew that a breach of its systems would damage millions of individuals, including Plaintiff and Class Members, Equifax had a duty to adequately protect their data systems and the PII.

51. Equifax created a foreseeable risk of harm to Plaintiff and Class Members and their PII in failing to: (a) adequately encrypt the PII at risk; (b) secure its systems, despite knowing their vulnerabilities, (c) comply with industry standard security practices, (d) implement adequate system and event monitoring, and (e) implement the systems, policies, and procedures necessary to prevent this type of data breach.

52. Equifax negligently breached its duty to use reasonable care to adequately protect and secure PII of Plaintiff and Class Members during the time it was within Equifax's possession or control.

53. Equifax negligently breached its duty to notify Plaintiff and Class Members of the unauthorized access by waiting months after learning of the breach to notify Plaintiff and Class Members and then by failing to provide Plaintiff's and Class Members' information regarding the breach until September 2017.

54. Equifax negligently breached its duty to use reasonable care to adequately protect and secure PII of Plaintiff and Class Members during the time it was within Equifax's possession or control.

55. Further, through its failure to provide timely and clear notification of the data breach to consumers, Equifax prevented Plaintiff and Class Members from taking timely, meaningful, and proactive steps to secure their financial data and bank accounts.

56. Equifax's conduct was grossly negligent and departed from all reasonable standards of care.

57. Equifax's wrongful actions and omissions directly and proximately caused the theft of and dissemination into the public domain of Plaintiff's and Class

Members' PII, causing them to suffer, and continue to suffer, economic damages and other actual harm from which they are entitled to compensation, including:

a. loss of their personal and financial information;

b. unauthorized charges on their banking, debit, smart phone, and credit card accounts;

c. continuing harm and injury from fraud and identity theft via the sale of the PII on the black market;

d. untimely and inadequate notifications of the data breach;

e. improper disclosure of their PII;

f. loss of privacy;

g. out-of-pocket expenses and the value of their time reasonably incurred to remedy or mitigate the effects of the data breach;

h. loss of the value of their PII;

i. loss of cash back or other benefits as a result of their inability to use certain accounts and cards affected by the data breach;

j. loss of use of and access to their account funds and costs associated with the inability to obtain money from their accounts or being limited in the amount of money they were permitted to obtain from their accounts, including missed payments on bills and loans, late charges and fees, and adverse effects on their credit including adverse credit notations; and

k. loss of their time spent to understand, investigate, ameliorate, mitigate and take measures regarding the actual and future consequences of the data breach.

58. As a direct and proximate cause of Equifax's conduct, Plaintiff and the Class Members suffered damages.

Count II

59. Plaintiff restates and realleges the foregoing paragraphs as if fully set forth herein.

60. As individuals, Plaintiff and Class Members are consumers entitled to the protections of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. § 1681.

61. Equifax is a "consumer reporting agency" under the FCRA because, for monetary fees, it regularly engages in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties. 15 U.S.C. § 1681.

62. The FCRA requires Equifax to "maintain reasonable procedures designed to . . . limit the furnishing of consumer reports to the purposes listed under section 1681b of this title." 15 U.S.C. § 1681.

63. The PII and confidential data was a "consumer report" under the FCRA because it was a communication of information bearing on Class Members' credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living used, or expected to be used or collected in whole or in part, for the purpose of serving as a factor in establishing the Class Members' eligibility for credit. 15 U.S.C. § 1681.

64. As a consumer reporting agency, Equifax may only furnish a consumer report under the limited circumstances set forth in 15 U.S.C. § 1681b, "and no other." 15 U.S.C. § 1681b(a). None of the purposes listed under 15 U.S.C. § 1681b permit credit reporting agencies to furnish consumer reports to unauthorized or unknown entities, or computer hackers such as those who accessed the Class Members' PII. Equifax violated § 1681b by furnishing consumer reports to unauthorized or unknown entities or computer hackers, allowing unauthorized entities and computer hackers to access their consumer reports; knowingly and/or recklessly failing to take security measures that would prevent unauthorized entities or computer hackers from accessing their consumer reports; and/or failing to take reasonable security measures that would prevent unauthorized entities or computer hackers from accessing their consumer reports.

65. Equifax willfully and/or recklessly violated § 1681b and § 1681e(a) by providing impermissible access to consumer reports and by failing to maintain reasonable procedures designed to limit the furnishing of consumer reports to the purposes outlined under section 1681b of the FCRA.

66. Equifax knew or should have known about its legal obligations regarding data security and data breaches under the FCRA. Despite knowing of these legal obligations, Equifax acted consciously in breaching known duties regarding data security and data breaches and depriving Plaintiff and other members of the classes of their rights under the FCRA.

67. Equifax's willful and/or reckless conduct provided a means for unauthorized intruders to obtain and misuse Plaintiff's and Class Members' personal information for no permissible purposes under the FCRA.

68. Plaintiff and the Class Members have been damaged by Equifax's willful or reckless failure to comply with the FCRA. Therefore, Plaintiff and each of the Class Members are entitled to recover "any actual damages sustained by the consumer . . . or damages of not less than $100 and not more than $1,000." 15 U.S.C. § 1681n(a)(1)(A) for each and every breach.

69. Plaintiff and the Class Members are also entitled to punitive damages, costs of the action, and reasonable attorneys' fees. 15 U.S.C. § 1681n(a)(2), (3).

Count III

70. Plaintiff restates and realleges the foregoing paragraphs as if fully set forth herein.

71. Equifax was negligent in failing to maintain reasonable procedures designed to limit the furnishing of consumer reports to the purposes outlined under section 1681b of the FCRA.

72. Equifax's negligent conduct provided a means for unauthorized persons to obtain Plaintiff's and Class Members' PII and consumer reports for no permissible purposes under and in violation of the FCRA.

73. Plaintiff and Class Members have been damaged by Equifax's negligent failure to comply with the FCRA. Therefore, Plaintiff and each of the Class members are entitled to recover "any actual damages sustained by the consumer." 15 U.S.C. § 1681o(a)(1).

74. Plaintiff and members of the proposed Class are also entitled to recover their costs of the action, as well as reasonable attorneys' fees. 15 U.S.C. § 1681o(a)(2).

Count IV

75. Plaintiff restates and realleges the foregoing paragraphs as if fully set forth herein.

76. As previously alleged, Plaintiff and Class Members entered into an implied contract that required Equifax to provide adequate security for the PII it collected from their payment card transactions. As previously alleged, Equifax owes duties of care to Plaintiff and Class Members that require it to adequately secure PII.

77. Equifax still possesses PII pertaining to Plaintiff and Class Members. Equifax continues to collect more PII of Class Members daily, and of non-class members.

78. Equifax has made no announcement or notification that it has remedied the vulnerabilities in its computer data systems, and, most importantly, its systems.

79. Accordingly, Equifax has not satisfied its contractual obligations and legal duties to Plaintiff and Class Members. In fact, now that Equifax's vulnerable system and data protections have become public, the PII in its possession is more susceptible to attack than previously.

80. As a result of Equifax wrongful conduct and omissions, Plaintiff and Class Members have suffered harm and damages, are will continue to so suffer.

81. Plaintiff, therefore, requests the Court to declare that Equifax's existing data security measures do not comply with its contractual obligations and duties of care, and accordingly issue a preliminary and permanent injunction that Equifax must implement and maintain reasonable security measures, including, but not

limited to: (a) immediate encryption, at rest and at transmission, of the PII; (b) engage third-party, independent security auditors to conduct testing and hacking, including simulated attacks, penetration tests, and audits on Equifax's systems on a periodic basis; (c) implement all recommendations of the independent security auditors; (d) engage third-party, independent security auditors and internal personnel to run automated security monitoring on an ongoing basis; (e) train its security personnel regarding the new or modified procedures; (f) segment and partition PII; (g) purge PII that is not necessary for current use; (h) conducting regular database scanning and securing checks; (i) implement an early alert or warning system for its management, for its customers, and for all persons of whom it stores PII.

Count V

Violation of Georgia Fair Business Practices Act

O.C.G.A. § 10-1-390, et seq.

(On Behalf of Plaintiff and the Nationwide Class)

82. Plaintiff restates and realleges Paragraphs 1 through 81 as fully set forth herein.

83. Equifax is engaged in, and their acts and omissions affect, trade and commerce pursuant to O.C.G.A. § 10-1-392(28).

84. As discussed above, Equifax's acts, practices, and omissions at issue in this matter were directed and emanated from its headquarters in Georgia.

85. Plaintiff and Class Members entrusted Equifax with their PII.

86. As alleged herein this Complaint, Equifax engaged in unfair or deceptive acts or practices in the conduct of consumer transactions including the following, in violation of the GFBPA:

a. failure to maintain adequate computer systems and data security practices to safeguard PII;

b. failure to disclose that its computer systems and data security practices were inadequate to safeguard PII from theft;

c. failure to timely and accurately disclose the Data Breach to Plaintiff and Class members;

d. continued acceptance of PII and storage of other personal information after Equifax knew or should have known of the security vulnerabilities of the systems that were exploited in the Data Breach; and

e. continued acceptance of PII and storage of other personal information after Equifax knew or should have known of the Data Breach and before it allegedly remediated the Breach.

87. Furthermore, as alleged above, Equifax's failure to secure consumers' PII violates the FTCA and therefore violates the GFBPA.

88. Equifax knew or should have known that its computer systems and data security practices were inadequate to safeguard the PII of Plaintiff and Class members, deter hackers, and detect a breach within a reasonable time, and that the risk of a data breach was highly likely.

89. As a direct and proximate result of Equifax's violation of the GFBPA, Plaintiff and Class members suffered damages including, but not limited to: damages arising from the unauthorized charges on their debit or credit cards or on cards that were fraudulently obtained through the use of the **PII** of Plaintiff and Class Members; damages arising from Plaintiff's inability to use her debit or credit cards or accounts because those cards or accounts were cancelled, suspended, or otherwise rendered unusable as a result of the Data Breach and/or false or fraudulent charges stemming from the Data Breach, including but not limited to late fees charges and foregone cash back rewards; damages from lost time and effort to mitigate the actual and potential impact of the Data Breach on their lives including, *inter alia,* by placing "freezes" and "alerts" with credit reporting agencies, contacting their financial institutions, closing or modifying financial accounts, closely reviewing and monitoring their credit reports and accounts for

unauthorized activity, and filing police reports and damages from identity theft, which may take months if not years to discover and detect, given the far-reaching, adverse and detrimental consequences of identity theft and loss of privacy. The nature of other forms of economic damage and injury may take years to detect, and the potential scope can only be assessed after a thorough investigation of the facts and events surrounding the theft mentioned above.

90. Also as a direct result of Equifax's knowing violation of the GFBPA, Plaintiff and Class members are entitled to damages as well as injunctive relief, including, but not limited to:

a. Ordering that Equifax engage third-party security auditors/penetration testers as well as internal security personnel to conduct testing, including simulated attacks, penetration tests, and audits on Equifax's systems on a periodic basis, and ordering Equifax to promptly correct any problems or issues detected by such third-party security auditors;

b. Ordering that Equifax engage third-party security auditors and internal personnel to run automated security monitoring;

c. Ordering that Equifax audit, test, and train its security personnel regarding any new or modified procedures;

d. Ordering that Equifax segment PII by, among other things, creating firewalls and access controls so that if one area of Equifax is compromised, hackers cannot gain access to other portions of Equifax systems;

e. Ordering that Equifax purge, delete, and destroy in a reasonable secure manner PII not necessary for its provisions of services;

f. Ordering that Equifax conduct regular database scanning and securing checks;

g. Ordering that Equifax routinely and continually conduct internal training and education to inform internal security personnel how to identify and contain a breach when it occurs and what to do in response to a breach; and

h. Ordering Equifax to meaningfully educate its customers about the threats they face as a result of the loss of their financial and personal information to third parties, as well as the steps Equifax customers must take to protect themselves.

91. Plaintiff brings this action on behalf of herself and Class Members for the relief requested above and for the public benefit in order to promote the public

interests in the provision of truthful, fair information to allow consumers to make informed purchasing decisions and to protect Plaintiff and Class members and the public from Equifax's unfair methods of competition and unfair, deceptive, fraudulent, unconscionable and unlawful practices. Equifax's wrongful conduct as alleged in this Complaint has had widespread impact on the public at large.

92. Plaintiff and Class members are entitled to a judgment against EQUIFAX for actual and consequential damages, exemplary damages and attorneys' fees pursuant to the GFBPA, costs, and such other further relief as the Court deems just and proper.

Demand for Relief

WHEREFORE, Plaintiff, individually and on behalf of all Class Members proposed in this Complaint, respectfully request that the Court enter judgment in their favor and against Equifax as follows:

a. For an Order certifying the Class, as defined herein, and appointing Plaintiff and her Counsel to represent the Class;

b. For equitable relief enjoining Equifax from engaging in the wrongful conduct complained of herein pertaining to the misuse and/or disclosure of Plaintiff's and Class Members' PII, and from refusing to issue prompt, complete and accurate disclosures to the Plaintiff and Class Members;

c. For equitable, declaratory, and injunctive relief ordering Equifax to use appropriate cyber security methods and policies with respect to consumer data collection, storage and protection and to disclose with specificity to Class Members the type of PII compromised;

d. For an award of damages, statutory and/or common law, in an amount to be determined;

e. For an award of attorneys' fees, costs and litigation expenses, as allowable by law;

f. For prejudgment interest on all amounts awarded; and

g. Such other and further relief as this court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

This 26th day of September, 2017.

Respectfully submitted,

/S/ Robin Frazer Clark
Robin Frazer Clark
State Bar No. 274620
Attorney for Plaintiff

Robin Frazer Clark, P.C.
Centennial Tower, Suite 2300
101 Marietta Street, NW
Atlanta, Georgia 30303
Telephone: 404-873-3700
Email: robinclark@gatriallawyers.net